

JS-6

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

ALMA HARO, individually, and on
behalf of other members of the general
public similarly situated, and as aggrieved
employees pursuant to the Private
Attorneys General Act
("PAGA"),

Plaintiff,

v.

LABORATORY CORPORATION OF
AMERICA, a Delaware Corporation; and
DOES 1 through 100, inclusive,

Defendants.

MEER JAN, on her own behalf and on
behalf of all others similarly situated,

Plaintiffs,

v.

LABORATORY CORPORATION OF
AMERICA, a Delaware Corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 2:18-cv-09091-AB-RAO

[Related Case Nos. 2:19-cv-07310-CAS
(RAOx) and 2:19-cv-06079-AB-RAO]

~~PROPOSED~~ ORDER:

**(1) GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT; AND**

**(2) ENTERING FINAL
JUDGMENT**

1 MICHAEL IGNACIO, an individual,
2 on behalf of himself and on behalf of all
3 persons similarly situated,

4 Plaintiff,

5 v.

6 LABORATORY CORPORATION OF
7 AMERICA, a Delaware Corporation; and
8 DOES 1 through 500, inclusive,

9 Defendants.

1 On November 13, 2020, a hearing was held on the motion of Plaintiffs Alma
 2 Haro, Michael Ignacio, and Meer Jan (“Plaintiffs”) for final approval of the class
 3 settlement (the “Settlement”) with Defendant Laboratory Corporation of America
 4 (“Defendant” or “Laboratory Corporation”) and payments to the Class, the Plaintiffs,
 5 Class Counsel, and the Settlement Administrator.

6 The Parties have submitted their Settlement, which this Court preliminarily
 7 approved by its July 22, 2020 Order (Docket No. 45) (the “Preliminary Approval
 8 Order”). In accordance with the Preliminary Approval Order, Class Members have
 9 been given notice of the terms of the Settlement and the opportunity to comment on or
 10 object to it or to exclude themselves from its provisions.

11 Having received and considered the Settlement, the supporting papers filed by
 12 the Parties, and the evidence and argument received by the Court before entering the
 13 Preliminary Approval Order and at the final approval hearing, the Court **GRANTS** final
 14 approval of the Settlement, enters this Order and Judgment, and **HEREBY ORDERS**
 15 **and MAKES DETERMINATIONS** as follows:

16 1. Except as otherwise specified herein, the Court for purposes of this Final
 17 Approval Order adopts all defined terms set forth in the Class Action Settlement
 18 Agreement (“Agreement”).

19 2. The Court has jurisdiction over this Action and the Settlement pursuant to
 20 28 U.S.C. sections 1132(a) and 1332(d). The Court finds that the CAFA Notice has
 21 been served as required by the Class Action Fairness Act, 28 U.S.C. § 1711 et seq.
 22 (“CAFA”) (Docket No. 47).

23 3. In the Preliminary Approval Order, this Court certified the Class for
 24 settlement purposes only. For settlement purposes, the Court confirms the certification
 25 of the Class which is defined as: All persons employed by Defendant in the State of
 26 California in the following positions: Patient Service Technicians (“PST”), PST
 27 Specialists, Patient Intake Representatives, PST Team Leaders, PSC Site Coordinators,
 28

1 PSC Administrators, PSC Administrators/PST, and Phlebotomist/Couriers during the
2 period starting on September 20, 2014 through July 1, 2020 (the “Class Period”).

3 4. Pursuant to the Preliminary Approval Order, the Notice of Pendency of
4 Class Action Settlement and Hearing Date for Court Approval (“Class Notice”) was
5 sent to each class member by first-class mail. The Class Notice informed Class
6 Members of the terms of the Settlement, their right to receive a Settlement Share, their
7 right to comment on or object to the Settlement and/or the attorneys’ fees and costs,
8 their right to elect not to participate in the Settlement and pursue their own remedies,
9 and their right to appear in person or by counsel at the final approval hearing and be
10 heard regarding approval of the Settlement. Adequate periods of time were provided
11 by each of these procedures.

12 5. The Court finds and determines that this notice procedure afforded
13 adequate protections to Class Members and provides the basis for the Court to make an
14 informed decision regarding approval of the settlement based on the responses of Class
15 Members. The Court finds and determines that the Class Notice provided in this case
16 was the best notice practicable, which satisfied the requirements of law and due process.

17 6. No Class Members filed written objections to the proposed settlement as
18 part of this notice process.

19 7. For the reasons stated in the Preliminary Approval Order, the Court finds
20 and determines that the terms of the Settlement are fair, reasonable and adequate to the
21 Class and to each Class Member and that the Settlement Class Members will be bound
22 by the Settlement, that the Settlement is ordered finally approved, and that all terms and
23 provisions of the Settlement should be and hereby are ordered to be consummated.

24 8. The Court finds and determines that the all-inclusive Gross Settlement
25 Fund in the maximum amount of One Million Two Hundred Twenty-Five Thousand
26 Dollars (\$1,225,000) and the Individual Settlement Payments to be paid to the
27 Settlement Class Members as provided for by the Settlement are fair and reasonable.
28 The Court hereby grants final approval to and orders the payment of those amounts be

1 distributed to the Settlement Class Members out of the Net Settlement Fund in
2 accordance with the Agreement. Pursuant to the terms of the Agreement, the Settlement
3 Administrator is directed to make the payments to each Settlement Class Member in
4 accordance with the Agreement.

5 9. The Court finds and determines that the fees and expenses of ILYM
6 Group in administering the settlement, in the amount of \$23,341.50, are fair and
7 reasonable. The Court hereby grants final approval to and orders that the payment of
8 that amount be paid out of the Gross Settlement Fund in accordance with the
9 Agreement.

10 10. The Court approves the PAGA Payment of \$20,000, which shall be
11 allocated \$15,000 to the LWDA (the "LWDA Payment") as the LWDA's share of the
12 settlement of civil penalties paid under this Agreement pursuant to the PAGA, and
13 \$5,000 to the Net Settlement Fund for distribution to the Settlement Class Members.

14 11. The Court finds and determines that the request by Plaintiffs and Class
15 Counsel to the Class Representative Enhancement Payments and the attorneys' fees and
16 costs pursuant to the Agreement are fair and reasonable. The Court hereby grants final
17 approval to and orders that the payment of the amounts of \$10,000 each to the Plaintiffs
18 for their Class Representative Enhancement Payments, \$408,333.33 for attorneys' fees
19 to Class Counsel, and \$32,939.65 for reimbursement of costs be paid out of the Gross
20 Settlement Fund in accordance with the Settlement.

21 12. Upon the Effective Date, the Defendant and Released Parties shall be
22 released by the Settlement Class Members of all Released Class Claims. "Released
23 Class Claims" are all claims for unpaid wages, premiums, and civil and statutory
24 penalties under the applicable California Labor Code, Wage Orders, regulations, and/or
25 provisions of federal or state law governing wages and hours of work that were asserted
26 in the Putative Class Actions, or that arise from or could have been asserted based on
27 any of the facts, circumstances, transactions, events, occurrences, acts, disclosures,
28 statements, omissions or failures to act alleged in Plaintiffs' Putative Class Actions

arising out of or related to the Putative Class Member's employment with Defendant
 and which arose during the Class Period, regardless of whether such claims arise under
 federal, state and/or local law, statute, ordinance, regulation, common law, or other
 source of law that occurred during the Class Period, including but not limited to: (1)
 claims for failure to pay wages earned pursuant to California Labor Code §§1194,
 1194.2, 1198 or the Industrial Welfare Commission ("IWC") Wage Orders; (2) claims
 for failure to pay overtime pursuant to California Labor Code §§510, 1194 or the IWC
 Wage Orders; (3) claims for failure to pay overtime under Labor Code §§1197, 1199
 or the IWC Wage Orders; (4) claims for failure to pay at least minimum wages in
 violation of California Labor Code §§1194, 1197, 1197.1 or the IWC Wage Orders; (5)
 claims for the failure to issue complete and accurate wage statements pursuant to
 California Labor Code §226(a) or the IWC Wage Orders, and failure to maintain
 records and information pursuant to California Labor Code §§226(a), 1174, 1175 or the
 IWC Wage Orders; (6) claims for the failure to timely pay wages upon termination
 pursuant to California Labor Code §§201, 202 or 203; (7) claims for the failure to timely
 pay wages pursuant to California Labor Code §§204, 216 or 225.5; (8) claims for meal
 period and/or rest period violations under California Labor Code §§226.7, 226.7(b), or
 512(a) or the IWC Wage Orders; (9) claims for reporting time pay violations under
 California Labor Code §1198 or the IWC Wage Orders; (10) claims for business
 expenses under California Labor Code section 2802; (11) incorporated or related claims
 asserted through California Labor Code §§2699, et seq. ("PAGA") or § 558; (12) claims
 under the Fair Labor Standards Act related to the claims asserted in this Action; (13)
 claims for unpaid wages for "off the clock" work; (14) claims for related penalties (e.g.,
 under California Labor Code §210); and (15) incorporated or related claims pursuant to
 the California Business and Professions Code §§17200, *et seq.*

13. Pursuant to the terms of the Agreement, the Plaintiffs also fully and finally
 releases Defendant and the other Released Parties from any and all claims, obligations,
 demands, actions, rights, causes of action, and liabilities against any of the Released

1 Parties of whatever kind and nature, character, and description, whether in law or
 2 equity, whether sounding in tort, contract, federal, state and/or local law, statute,
 3 ordinance, regulation, constitution, common law, or other source of law or contract,
 4 whether known or unknown, and whether anticipated or unanticipated, including all
 5 claims arising from or relating to any and all acts, events and omissions occurring prior
 6 to the date Plaintiffs sign this Agreement including, but not limited to, all claims which
 7 relate in any way to Plaintiffs' employment with or termination of employment from
 8 Defendant or any of the other Released Parties ("Named Plaintiff Individual Released
 9 Claims").

10 14. Nothing in this order shall preclude any action to enforce the Parties'
 11 obligations under the Settlement or under this order, including the requirement that
 12 Defendant make payment in accordance with the Agreement.

13 15. If, for any reason, the Effective Date (as defined by the Settlement) does
 14 not occur, this Order will be vacated; the Parties will return to their respective positions
 15 in this action as those positions existed before the Parties executed the Agreement; and
 16 nothing stated in the Agreement or any other papers filed with this Court in connection
 17 with the Settlement will be deemed an admission of any kind by any of the Parties or
 18 used as evidence against, or over the objection of, any of the Parties for any purpose in
 19 this action or in any other action.

20 16. The Parties entered into the Settlement solely for the purpose of
 21 compromising and settling disputed claims. Defendant in no way admits any violation
 22 of law or any liability whatsoever to Plaintiffs and/or the Class, individually or
 23 collectively, all such liability being expressly denied by Defendant.

24 17. Without affecting the finality of this Final Approval Order in any way, the
 25 Court retains jurisdiction of all matters relating to the interpretation, administration,
 26 implementation, effectuation and enforcement of this Order and the Settlement.

27 18. Each side will bear its own costs and attorneys' fees except as provided
 28 by the Agreement and this Order.

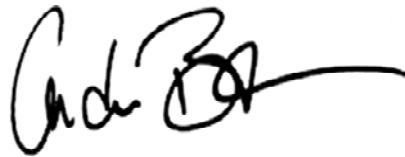
1 19. By means of this Order, this Court hereby enters final judgment in this
2 action, as defined in Rule 58(a)(1), Federal Rules of Civil Procedure.

3 20. The Parties are hereby ordered to comply with the terms of the
4 Agreement.

5 21. This action is dismissed with prejudice as to the claims released by the
6 settlement.

7 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

8
9
10 Date: November 18, 2020



11 HON. ANDRÉ BIROTTE, JR.
12 U.S. DISTRICT COURT JUDGE